

JOB # _____

DUDEK

Client Initials	Consultant Initials
	<i>[Signature]</i>

PROFESSIONAL SERVICES AGREEMENT

Main Office: 605 Third Street, Encinitas, CA 92024

Tel: (760) 942-5147 Facsimile (760) 632-0164

This Professional Services Agreement ("Agreement") is entered into on April 8, 2014 between DUDEK ("Consultant") at its office location designated below:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SAN DIEGO
605 Third Street
Encinitas, CA 92024
tel (760) 942-5147
fax (760) 632-0164 | <input type="checkbox"/> AUBURN
853 Lincoln Way, Suite 208
Auburn, CA 95603
tel (530) 885-8232
fax (530) 885-8372 | <input type="checkbox"/> COACHELLA VALLEY
40-004 Cook Street, Suite 4
Palm Desert, CA 92211
tel (760) 341-8660
fax (760) 346-6118 |
| <input type="checkbox"/> LOS ANGELES
25124 Springfield Court, Suite 210
Santa Clarita, CA 91355
tel (661) 705-3399
fax (661) 705-3398 | <input type="checkbox"/> ORANGE COUNTY
31878 Camino Capistrano #200
San Juan Capistrano, CA 92675
tel (949) 450-2525
fax (949) 450-2626 | <input type="checkbox"/> SACRAMENTO
980 9th Street, Suite 1750
Sacramento, CA 95814
tel (916) 443-8335
fax (916) 443-5113 |
| <input type="checkbox"/> SANTA BARBARA
621 Chapala Street
Santa Barbara, CA 93101
tel (805) 963-0651
fax (805) 963-2074 | | |

and **Nancy Baker Trust**
Frojen Family Trust

Job Name: Orange County Metal Processing - Waste Removal

Ex. 6 Personal Privacy (PP)

c/o Colleen Frojen

(herein, "Client") on the terms and conditions, including the Additional Terms and Conditions, set forth herein as follows:

A. Consultant agrees to perform the following Scope of Services ("Services"):
See attached initial scope (Exhibit A)

B. Client agrees to compensate Consultant for the **Services** as follows:
See attached initial scope and cost (Exhibit A)

C. Agreement Documents. The Agreement Documents consist of this Agreement together with the Exhibits, which are listed below:
Exhibit A, Initial Proposal, and Exhibit B, Schedule of Charges

Client Colleen Frojen
Print or Type
By Colleen Frojen 4/15/14
Signature / Date
Name/Title owner-trustee
Ex. 6 Personal Privacy (PP)
U
Email Address

Consultant DUDEK
By [Signature]
Signature
Name/Title Frank Dudek
President
By [Signature]
Signature
Name/Title Nicole Peacock

Client should mail completed Agreement to the address shown for Consultant

Additional Provisions of Agreement

Client Initials	Consultant Initials
	<i>[Signature]</i>

1. Scope Exclusions:

- Re-performing Services due to changes in applicable ordinances, codes, policies, procedures or requirements that are changed after the date of this Agreement
- Re-performing field work when it is damaged by forces outside Consultant's reasonable control
- Adjusting Services due to changes in field conditions from those existing at the time the Services were originally performed
- On-site construction review for the project unless specified in the Scope of Services
- Preparing or processing "as-built" plans unless specified in the Scope of Services
- Obtaining government approvals or permits, including extensions, unless specified in the Scope of Services

2. Standard of Practice. Consultant shall exercise the degree of care and skill ordinarily exercised by companies in the same business performing the same or similar services at the same time and in the same geographic area. Consultant makes no warranty, either expressed or implied, as to the Services, except that the Services were performed pursuant to the standard of practice described.

3. Project Cost Increases Due to Design Error. Client and Consultant acknowledge that project costs may increase due to omissions, ambiguities, or inconsistencies in the Materials even though the Services were performed pursuant to the standard of practice. Client and Consultant will determine, before the start of construction, a reasonable contingency reserve to be used, as required, to pay for any such increased project costs.

4. Consultant's Reports. Every assessment, audit or other report ("Report") issued by Consultant setting forth its findings and conclusions is based on the information available from the observations, investigations, sampling and/or testing conducted as part of the Services.

5. Project Documents and Site Information. Prior to commencement of the Services, Client shall provide Consultant all pertinent site maps, documents, data, utility locations; information concerning boundaries, property lines, rights-of-way, legal descriptions, site conditions, zoning and land use restrictions, current or pending lawsuits and/or governmental regulatory proceedings; and any other relevant information reasonably available to Client, except for any items Consultant has expressly agreed in writing to provide. Client understands that it is impossible for Consultant to assure the accuracy, completeness and sufficiency of such documents and information without performing Extra Services. Client agrees to take responsibility for any inaccuracies in such documents provided to Consultant by Client.

6. Changed Field Conditions. The Services are based upon field and other conditions existing at the time the Services were performed. Client acknowledges that field and other conditions may change at any time and by the time project construction occurs and adjustments, clarification and other changes to the Services and Materials ("Adjustments") may be necessary to reflect changed field or other conditions. Client and Consultant shall promptly inform each other of any changed field or other conditions known to either of them that necessitate Adjustments.

7. Extra Services. Any services performed by Consultant which are not included in the Scope of Services of this Agreement ("Extra Services") shall be paid by Client according to Consultant's then current rate schedule.

8. Invoices, Late Charges. All fees, costs and other charges will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to one

percent per month of the amounts unpaid greater than 30 days after the date of the invoice, until paid in full. Client is in breach of this Agreement for failing to pay invoices within 45 days from the date of the invoice.

9. Payment of Costs and Reimbursable Expenses. Client shall pay all governmental costs and fees for checking and inspection, zoning and annexation applications, taxes, assessments, recording and filing documents, permits, bond premiums and all other costs and fees, including, but not limited to charges for title company work, soils and testing and engineering. Client agrees to reimburse Consultant for all of Consultant's direct reimbursable expenses incurred in performing the Services, including, but not limited to reproduction, blueprinting, delivery services, postage, express and overnight mail, long distance telephone, data transfers and vehicle mileage.

10. Services Beyond One Year. If Consultant's Services extends beyond one (1) year from the date of this Agreement and the Services are provided on an hourly basis, hourly rates for this Agreement will incorporate changes from Consultant's then current rate schedule.

11. Early Termination/Suspension and Restart. In the event of any breach of this Agreement by Client, Consultant may stop performing the Services and may terminate this Agreement without any further obligation or liability to Client. Client may suspend or terminate the Services upon seven days notice to Consultant. In either situation, Client shall pay Consultant for all Services performed and costs incurred by Consultant at Consultant's then current rate schedule, not to exceed the full amount of compensation as may be stated in this Agreement. If the Services are suspended for sixty (60) days or more by causes beyond the reasonable control of Consultant, Client agrees to pay Consultant for all additional costs Consultant incurs to suspend and restart the Services. If the Services are suspended for ninety (90) days or more, by causes beyond the reasonable control of Consultant this Agreement may be terminated by Consultant.

12. Lien Rights. At Consultant's request, Client shall provide Consultant with, and update such information as it may change, the legal description of the real property upon which the project is located (or, if not available, another description adequate to particularly identify the real property), the assessor's parcel number, and the name, address and telephone number of every owner, lender, original/prime contractor and all other persons entitled to receive a preliminary lien notice.

13. Ownership and Use of Services and Materials. Consultant owns all right, title and interest to all Services and all documents provided to Client ("Materials"). Provided Client has paid for all Services and Extra Services, Consultant licenses all Materials to Client for the use intended by this Agreement. Without Consultant's prior written consent, Client shall not transfer the Materials or use or permit them to be used by anyone for any purpose other than the use intended by this Agreement. Use of the Materials for modifications to the project is licensed, at the Client's risk if Consultant is not engaged for that use.

14. Electronic Data. All electronic data files furnished by Consultant ("Files") to Client or any of Client's agents, employees, representatives or other consultants (collectively, "User"), except locked data files (i.e., Adobe .pdf files) are provided for the convenience of and sole use of the User. Client agrees and shall ensure that every User agrees, that: (i) if there are any defects or discrepancies between the Files and hard copy(ies) thereof, the hard copies shall govern; (ii) no information in the Files may be relied upon for accuracy or considered the most current information and the use of such information is at User's sole risk; (iii) Consultant shall not be responsible for the introduction of any virus, or any corruption or damage to User's electronic data files or computer systems; and (iv) Consultant shall not be liable to User or any other person or entity under any equitable or legal theory whatsoever for any damages or loss whatsoever arising from or related to User's use of the Files or any information contained therein.

15. Use of Unsigned/Preliminary Plans. Client shall not use or permit any other person to use Plans that are not signed and stamped by Consultant.

16. Project Site Safety. Client shall provide, or require its construction contractor to provide, safety precautions to prevent injury to Consultant's employees, agents and subconsultants on the project site.

17. Hazardous and Environmentally Sensitive Materials. Client or its agents are responsible for determining if harmful, toxic or hazardous wastes or materials, endangered or protected plant or animal species, or items of environmental, geological, historical or archaeological significance ("Special Materials") are present at the project site and Client is responsible for notifying Consultant and any required governmental agencies of the presence of Special Materials. If Consultant reasonably believes that Special Materials may be present on the site or nearby area which would affect the Services or the health and safety of Consultant's employees, agents and subconsultants, Consultant may stop performing the Services until Client resolves the situation and warrants that the site is free from any hazard or restrictions that impact the Services.

18. Cooperation. Client and Consultant agree to cooperate with each other on the project and endeavor to maintain good working relationships among the members of the project team.

19. Third Party Opposition. Client understands that the preparation and presentation of the Services may invite criticism, controversy, and litigation, which may be motivated by opposition to the project although directed at the adequacy or accuracy of the Services. Client agrees that any such criticism, controversy, or litigation with respect to the conclusions of the Services (as distinguished from methodology and any negligence in the Services) will not cause Client to withhold payments due to Consultant hereunder or be the basis for any suit, action, request for indemnification, or other claim by Client against Consultant.

20. Witness, Litigation Support. Expert witness or other litigation support services are not in the Scope of Services. If Consultant is required to respond to any legal process, including, but not limited to, subpoenas, government inquiries or attending depositions or hearings in any proceeding to which Consultant is not a party, Client shall compensate Consultant for its time and reimburse all of Consultant's expenses in connection with such legal process, according to Consultant's then current rate schedule.

21. Soil Conditions. Consultant makes no representations concerning soil or geologic conditions unless specifically included as part of the Services. Consultant is not responsible for any damages arising from soil or geologic conditions.

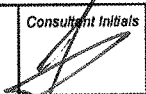
22. Cost and Quantity Estimates. Consultant makes no representation concerning the estimated quantities and probable construction costs made in connection with Materials. If the Services require opinions of probable construction costs, such opinions are based on Consultant's experience and qualifications and represent its best judgment. Since Consultant has no control over the costs or the price of labor, equipment, materials or any contractor's method of pricing, Client may not rely on the accuracy of Consultant's opinions of probable construction cost.

23. Third Party Work. Consultant is not responsible for the performance or quality of work by third parties, including Client's agents, other consultants not engaged by Consultant, the construction contractor or its subcontractors.

24. Governmental Acts and Omissions. Consultant shall not be liable for costs, damages or delays attributable to governmental agencies, including, but not limited to, acts or omissions in permit issuance or processing, environmental regulations and policies, impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.

25. Delay. Consultant shall not be responsible for damages or be in default by reason of delays caused by factors beyond Consultant's

reasonable control, including, but not limited to, strikes, lockouts, work slowdowns or stoppages; acts of God, accidents or disruptions from weather, flood, earthquake, fire, war, civil disruption, terrorism or explosion; Client's failure to timely furnish information or approve or disapprove of the Services promptly; or late, slow or faulty performance by governmental agencies, Client or its agents, other consultants or contractors. In the case of an event causing delay, the time for completion of the Services shall be extended accordingly.

Client Initials	Consultant Initials
	

26. Changes in Materials. If Client permits any changes in any Materials which are not made by or agreed to in writing by Consultant, Client agrees that the changes and their effects are not the responsibility of Consultant and Client releases Consultant from all liability.

27. "As-Built" Plans. If Consultant prepares "as-built" plans for Client, Consultant will prepare them based on information supplied by contractors. Consultant's liability to Client shall be limited to Consultant's work on the "as-built" plans, and in no event shall Consultant be responsible for the accuracy of information supplied by others.

28. Independent Contractor. Consultant is an independent contractor and not an employee or agent of Client.

29. Indemnity. Consultant indemnifies and holds harmless Client and its partners, officers, directors and employees from any claim, liability, cost or damages, including reasonable attorneys' fees and costs of defense, for injury or loss to the extent caused by Consultant's negligent acts, errors, omissions or willful misconduct. This indemnity does not include defense, only costs of defense to the extent of Consultant's comparative fault. Client indemnifies and holds harmless Consultant and its partners, officers, directors and employees from any claim, liability, cost or damages, including reasonable attorneys' fees and costs of defense, for injury or loss to the extent caused by Client's, or others acting on Client's behalf, use of Materials other than as intended by this Agreement, use of Plans that are not signed and stamped, changes to Materials not agreed to by Consultant, the presence of Special Materials or Adjustments of the Materials by others or the Client's failure to authorize Adjustments necessitated by changed field conditions. This indemnity does not include defense, only costs of defense to the extent of Client's comparative fault.

30. Waiver of Consequential Damages. The parties waive consequential damages (such as lost profits, lost revenues, loss of use and loss of reputation) for claims, disputes or other matters in question arising out of this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages that might otherwise be included within the parties' indemnification obligations.

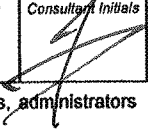
31. Insurance. Consultant will maintain workers compensation insurance as required by law and employers' liability, comprehensive general liability and automobile liability insurance each with coverage of no less than \$1 million per occurrence and in the aggregate. If reasonably available, Consultant will maintain professional liability insurance with coverage of no less than \$1 million per claim and in the aggregate. Upon Client's request Consultant will purchase additional insurance provided the insurance is reasonably available and Client pays in advance for such additional insurance. Upon request, Consultant will furnish certificates of insurance to Client.

32. Mediation and Arbitration. The parties shall promptly attempt to resolve any dispute arising out of this Agreement by negotiation. If resolution of the dispute cannot be reached by negotiation within 30 days of written notice of the dispute from one party to the other, then the dispute shall be submitted by the parties for mediation with a neutral mediator selected by the parties. If the dispute cannot be resolved by mediation within 60 days of written notice of the intent to mediate from one party to the other, the parties may commence arbitration. Neither party shall commence arbitration without first attempting negotiation and mediation for the periods described. Any remaining dispute, including the enforceability of the arbitration provision, shall be determined by arbitration. The arbitration shall be

administered by JAMS pursuant to its Engineering and Construction Arbitration Rules and Procedures and incorporating the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases using the suggested numbers in the Protocols, both Rules and Protocols current as of the demand for arbitration and as modified by this clause. The arbitration hearing will be held in the arbitration administrator's forum nearest the Dudek location designated to perform the Services. The arbitration will take place before one arbitrator selected under the JAMS protocol, who is a licensed attorney in the locale of the arbitration, with at least 10 years' experience with professional design contracts in the construction industry. Each party will have a maximum three days of hearing time. The arbitrator may appoint an independent expert whose testimony will be heard but will not be binding on the arbitrator. The independent expert expenses will be a cost of arbitration and all costs of arbitration will be shared equally between the parties. The arbitrator is prohibited from awarding punitive or exemplary damages and the parties waive any right to recover these damages. The parties shall maintain the confidential nature of the arbitration proceeding and the award, except as may be necessary to arbitrate, seek remedies allowed by law or unless otherwise required by law. Judgment on the award may be entered 30 days after the award is issued in any court having jurisdiction unless the award has been paid.

33. Assignment and Binding Effect.

This Agreement shall not be assigned by Client or Consultant without the prior written consent of the other. This Agreement shall be binding upon the heirs, executors, administrators and successors of Client and Consultant.

Client Initials	Consultant Initials
	

34. Entire Agreement and Waiver. This Agreement contains the entire agreement between Client and Consultant for the contracted Services. Any other agreements, promises, negotiations or representations not written in this Agreement are not valid for the contracted Services. Consultant's or Client's waiver of any term of this Agreement shall not constitute the waiver of any other term.

35. Severability, Governing Law and Venue. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding. This Agreement shall be governed by the laws of the State of California. Venue shall be in the county of the Dudek location designated to perform the Services.

Exhibit A

DUDEK

CORPORATE OFFICE
605 THIRD STREET
ENCINITAS, CALIFORNIA 92024
T 760 942 5147 T 800 450 1818 F 760 632 0164

April 7, 2014

Colleen Frojen
c/o Rick McNeil
Snell & Wilmer, LLP
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626

Subject: Initial Proposal for Site Visits/Preparatory Work for the Orange County Metal Processing Site in Fullerton California

Dear Ms. Frojen:

This letter confirms our understanding that we are being engaged by you to perform the task of classification and removal of the metal plating-related waste at the Orange County Metal Processing (OCMP) site in Fullerton, California.

This understanding is based on the April 2, 2014 site meeting with Dudek, you, counsel, EPA, and DTSC. Based on the site meeting, Dudek understands that our role will be as Project Coordinator; managing the removal effort and communicating the plans and progress with EPA. Dudek will hire a removal contractor to perform the removal and preparatory field work.

Dudek has discussed the removal work with Jerry, EPA's removal contractor who was present at the April 2, 2014 site meeting. Jerry has recommended that Dudek work with Chempack & Environmental, a local contractor who has performed other plating shop removal actions with Jerry and EPA. Dudek, in order to illustrate to EPA our desire to complete the work properly, proposes to complete the work using Chempack & Environmental, who have Jerry's/EPA's endorsement.

Dudek will prepare a proposal for the following tasks: 1) preparation of health and safety documentation required by EPA, 2) completion of the waste inventory started by EPA, 3) sampling of the waste for characterization, 4) estimation of removal action and disposal costs, and 5) preparation of a work plan detailing the removal action and waste management and disposal. In order to prepare this proposal, Dudek must first meet with the removal contractor at the site so they can understand the site and cost out the scope of their role in these five tasks.

This initial proposal is for the initial site visits and preparatory work needed to prepare the proposal to complete these five tasks. The estimated cost for the initial site visits and preparatory work is \$[REDACTED]. This includes the costs for the April 2, 2014 site visit with EPA, phone conversations with Jerry, and the proposed April 8, 2014 site visit.

Dudek and Chempack & Environmental plan to visit the site on the afternoon of Tuesday, April 8, 2014. Confirmation of the time of the site visit will be sent to you the morning of April 8, 2014.

Ms. Colleen Frojen
Initial Proposal, OCMP – Fullerton CA

Should you have any questions or require additional information regarding this initial proposal, please contact me at 760-479-4152 or npeacock@dudek.com. We look forward to assisting you with completion of this project.

Sincerely,
DUDEK



Nicole Peacock, P.E., P.G.

**DUDEK
2014 STANDARD SCHEDULE OF CHARGES**

Excluded from FOIA per communications 10/11/19



CORPORATE OFFICE
605 THIRD STREET
ENCINITAS, CALIFORNIA 92024
T 760.942.5147 T 800.450.1818 F 760.632.0164

April 16, 2014

Colleen Frojen
c/o Rick McNeil
Snell & Wilmer, LLP
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626

Subject: Proposal for Waste Characterization and Preparation of Waste Removal Work Plan for the Orange County Metal Processing Site in Fullerton California

Dear Mr. McNeil:

Dudek has prepared this proposal to inventory and characterize metal plating-related waste at the Orange County Metal Processing (OCMP) site in Fullerton, California. This scope also includes the preparation of a removal action work plan for the proper removal and disposal of the waste following characterization. These tasks will be carried out in coordination with the United States Environmental Protection Agency (USEPA).

Background

OCMP operated an aluminum and steel electroplating, metal anodizing and polishing facility at 1711 East Kimberly Avenue in Fullerton, California, since the 1970s. The facility is no longer operating; however, tanks containing hazardous materials remain. These tanks are positioned along three plating lines distributed among two rooms within the building on the site. The southern room contains the southern zinc plating line (ZPL) and the anodizing line and the northern room contains the northern ZPL. A wastewater treatment system is also located in the northern room. Filter cakes produced in the treatment system formerly accumulated in the southern room.

According to the California Department of Toxic Substances Control (DTSC), the zinc plating process was conducted along the ZPLs as follows: The surfaces of steel parts were first cleaned by being placed in electro soap and then rinsed with water. The steel parts were then transferred from the rinse tank to a tank containing 11% muriatic acid. The parts were then placed into a chromate solution tank followed by placement in a final rinse tank. After the final rinse, the steel parts were dried near the ZPL. The anodizing line was apparently used for anodizing aluminum parts.

Dudek previously submitted a proposal (dated April 7, 2014) for initial site visits to 1) meet with EPA and 2) to get the proper contractors familiar with the site and the scope of work to be done.

This April 16, 2014 proposal includes the following tasks:

Task 1 – EPA Coordination

Dudek will act as Project Coordinator. This will entail communicating project status to EPA and providing project submittals to EPA. Among these initial submittals will be required health and safety documentation (training documents, company health and safety program documents, proof of medical monitoring, etc.) and a site specific health and safety plan. This task includes up to 8 hours of time for communication with EPA. If additional site meetings or teleconferences are required, additional budget will be required.

Task 2 - Waste Inventory and Initial Characterization

The USEPA has begun an inventory of the waste currently at the OCMP site. Dudek and its contractor, Chempack & Environmental, will complete this inventory. As part of the inventory process, Dudek will create records of waste information including volumes, locations, container type, and physical state.

While conducting the inventory, Chempack & Environmental will also test the vats using HAZCAT field test kits. Following this initial characterization, waste type will be added to the inventory records. Tank labels and information obtained from site personnel will also be used to determine waste types.

The completed inventory will be provided to the USEPA.

Task 3 – Waste Sampling

Dudek and Chempack & Environmental will sample select composite liquid solutions. The purpose of this sampling is to characterize the wastes for proper disposal. It is estimated that up to 8 samples will be required. Samples will likely be analyzed for Title-22 metals, cyanide and pH. Samples will be analyzed by Calscience Environmental Laboratory located in Garden Grove, California. Dudek will report the sampling results in the removal action work plan.

Task 4 – Removal Action Work Plan

Dudek will prepare a Removal Action Work Plan for the removal of plating-related waste and other wastes currently located at the OCMP site. These wastes include the two ZPLs, the anodizing line, as well as wastes associated with the treatment system. The removal action work plan will include the following:

- Site Background
- Waste Inventory (including volume, chemical and physical properties, and location)
- Proposed Waste Bulking (based on initial waste characterization (HAZCAT) and sampling)
- Proposed Waste Classification
- Method of Waste Accounting
- Approximate Removal Timeline
- Proposed Reporting

Schedule and Cost

Dudek estimates that the draft removal action work plan will be completed approximately five weeks following receipt of a signed contract.

The estimated cost for the characterization and removal action plan is \$ [REDACTED] (see attached table).

Future Tasks

Additional tasks not included in this proposal are further sampling potentially required by disposal facilities, profiling and manifesting wastes, the removal of wastes from the site and off-site disposal, and removal reporting. A proposal for these tasks will be submitted to you following completion of the inventory and initial sampling. The future proposal will include a request for a retainer to cover the removal fees (Chempack & Environmental, the contractor who was recommended by EPA, will require the retainer).

Mr. Rick McNeil
Waste Characterization and Removal Work Plan – Fullerton CA

Should you have any questions or require additional information regarding this proposal, please contact me at 760-479-4152 or npeacock@dudek.com.

Sincerely,
DUDEK



Nicole Peacock, P.E., P.G.

Table I – Cost

Excluded from FOIA per communications 10/11/19